



CALL NO. 100

CONTRACT ID. 131205

OLDHAM COUNTY

FED/STATE PROJECT NUMBER STP 3001 (445)

DESCRIPTION PEDESTRIAN BRIDGE OVER I-71

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 7/1/2014

LETTING DATE: October 25,2013

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 25,2013. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 8%

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 131205
STP 3001 (445)
COUNTY - OLDHAM
PCN - DE0930PED1305
STP 3001 (445)

PEDESTRIAN BRIDGE OVER I-71 CONSTRUCTION OF A PEDESTRIAN/BICYCLE BRIDGE OVER INTERSTATE I-71
ALONG KY 146., A DISTANCE OF 0.12 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 05-00467.00.
GEOGRAPHIC COORDINATES LATITUDE 38:22:09.00 LONGITUDE 85:26:36.00

COMPLETION DATE(S):
COMPLETED BY 07/01/2014 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/construction-procurement)

The Bidder must download the bid file located on the Bid Express website (www.bidx.com) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to kytc.projectquestions@ky.gov. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website (www.transportation.ky.gov/contract). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

HARDWOOD REMOVAL RESTRICTIONS

The Kentucky Division of Forestry has imposed a quarantine in Anderson, Boone, Bourbon, Boyd, Boyle, Bracken, Campbell, Carroll, Fayette, Franklin, Gallatin, Garrard,

Grant, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Kenton, Oldham, Owen, Pendleton, Scott, Shelby, Trimble, and Woodford Counties to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the county of its origin. Chipping or burning on site is the preferred method of disposal.

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/29/12



Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to

conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE’s, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Kentucky Transportation Cabinet (“the Cabinet”) that Disadvantaged Business Enterprises (“DBE”) shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

OBLIGATION OF CONTRACTORS

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of ____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

The certification statement is located in the electronic bid file. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to

- the public, maintain an inventory and own and operate distribution equipment;
and
- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the

office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the

work requirements of the bid proposal; and

11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

09/14/11

ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

DGA BASE

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

OPTION B

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

SPECIAL NOTE FOR CONCRETE SEALER

1.00 GENERAL

1.01 Scope

- A. This specification covers the work necessary to furnish and install concrete sealer on concrete surfaces as specified in the Contract Plans. Work includes, but is not limited to, the following:

1. Surface preparation, application, and inspection.

1.02 Referenced Specifications Codes and Standards

- A. Without limiting the generality of other requirements of these specifications, all work shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with these provisions. All references and standards listed shall be the latest revisions. Joint and individual documents are referenced.
1. SSPC – The Society for Protective Coatings
40 24th Street, 6th Floor
Pittsburgh, PA 15222-4643
(412) 281-2331
 2. NACE – National Association of Corrosion Engineers
P.O. Box 218340
Houston, TX 77218-8340
(281) 492-0535
 - a. SSPC-SP 13/NACE No. 6 Surface Preparation of Concrete
 - b. SSPC-TU 2/NACE 6G197 Design, Installation, and Maintenance of Coating Systems for Concrete Used in Secondary Containment
 - c. NACE RP0188 “Discontinuity Holiday Testing of Protective Coatings”
 - d. NACE RP 6F-166 “Recommended Practice for Inspection of Linings on Steel and Concrete”
 - e. SSPC-SP 12/NACE No. 5 “ Surface Preparation ... by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating”
 - f. SSPC-SP 10/NACE No. 2 “Near White Blast Cleaning”
 3. ICRI – International Concrete Repair Institute
3166 S. River Rd., Suite 132
Des Plaines, IL 60018
(847) 827-0830
 - a. Technical Guideline No.03372, “Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer

SPECIAL NOTE FOR CONCRETE SEALER

- Overlays”
 - b. Technical Guideline No. 03731, “Guide for Selecting Application Methods for the Repair of Concrete Surfaces”
 - c. Technical Guideline No. 03741/SSPC-TR 5/NACE Pub 02203, “Design, Installation, and Maintenance of Protective Polymer Flooring Systems for Concrete”
4. ASTM – American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
(610) 832-9585
- a. ASTM E-337: Test Method for Measuring Humidity with a Psychrometer
 - b. ASTM D 4258 “Practice for Surface Cleaning Concrete for Coating”
 - c. ASTM D4259 “Practice for Abrading Concrete”
 - d. ASTM D 4262 “Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces”
 - e. ASTM D 4414 “Standard Practice for Measurement of Wet Film Thickness by Notch Gages”
 - f. ASTM Committee D01.23: Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge
 - g. ASTM D 4541 “Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers”
 - h. ASTM D 4787 “Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates”
 - i. ASTM D 5162 “Standard Practice for Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates”
5. ACI – American Concrete Institute
Box 19150, Redford Station
Detroit, Michigan 48219
(248) 848-3700
- a. ACI 344R-T “Design and Construction of Circular Pre-stressed Concrete Structures with Circumferential Tendons”
 - b. ACI 344R-W “Design and Construction of Circular Wire and Strand Wrapped Pre-stressed Concrete Structures”
 - c. ACI 350R-01 “Code Requirements for Environmental Engineering Concrete Structures”
 - d. ACI 350.1 “Testing of Reinforced Concrete Structures for Water Tightness”
 - e. ACI 350.2 “Concrete Structures for Containment of Hazardous Material”
 - f. ACI 503 “Use of Epoxy Compounds with Concrete”
 - g. ACI 503 R-90 “Guide to Sealing Joints in Concrete Structures”

SPECIAL NOTE FOR CONCRETE SEALER

1.04 Submittals

- A. Submit product data specified including data substantiating that the proposed materials comply with specified requirements, and recommendations by the manufacturer covering all materials.

1.05 Quality Assurance

- A. Acceptable Manufacturers: A company with a minimum of 5 years experience in manufacturing and providing technical service for application of opaque concrete sealers on vertical concrete or masonry surfaces equivalent to those specified.
- B. Single Source Supply: only the manufacturer of the opaque concrete sealer shall formulate all products described in Part 2.01 as specified.
- C. Installer Qualifications: A firm experienced in the application of opaque concrete sealers on concrete or masonry surfaces.
- D. Pre-Installation Conference
 - 1. The Contractor, and the opaque concrete sealer manufacturer's representative shall meet on site with the owner's representative. Particular emphasis shall be placed on these specifications, safety, weather conditions, surface preparation, material application, and inspection.
 - 2. The contractor shall submit to the owner's representative any revisions or changes agreed upon, reasons thereof, and parties agreeing or disagreeing with them.
- E. Substrate Conditions: Do not proceed with work until substrate preparation and tolerances have been approved by the owner's representative, opaque concrete sealer manufacturer's representative, the approved installation sub-contractor, and the contractor.

1.06 Delivery, Storage, and Handling

- A. Deliver products to the job site in manufacturer's original, unopened containers bearing manufacturer's name and label and the following information
 - 1. Product name
 - 2. Product description (generic product classification)
 - 3. Manufacturer's lot number

SPECIAL NOTE FOR CONCRETE SEALER

4. Color

- B. Store materials in sealed original manufacturer's containers. Store materials in a protected area out of direct sunlight. Keep containers clean and undamaged. Adhere to manufacturer's published storage temperature and shelf life recommendations. Protect all materials from freezing.58

2.00 PRODUCTS

2.01 Acceptable Manufacturers and Materials

- A. The opaque concrete sealer system shall consist of one or more systems for the protection of concrete or masonry surfaces. Products are specified as a standard of quality, and can be manufactured by, or distributed by, The Sherwin-Williams Company, Cleveland, Ohio, or an approved manufacturer.
1. Concrete repair of bug holes and honeycombs – Designated areas of the concrete surfaces shall be repaired prior to application with an approved material. This work will be incidental to "Concrete Sealing".
 2. Concrete Crack and Joint Details – Exposed cracks, construction joints, contraction joints, and isolation joints shall be prepared and detailed in accordance with the manufacturer's recommendations. Should any conditions or joint design be discovered that is not anticipated, the contractor shall notify the owner and consult with the material manufacturer for recommendations. This work will be incidental to "Concrete Sealing".

2.02 Performance Criteria

- A. The opaque concrete sealer system shall be resistant to the conditions, temperatures, and exposures encountered by the owner, or authorized owners' representative for these specific concrete or masonry vertical surfaces.

3.00 EXECUTION

3.01 Surface Preparation

- A. Concrete
1. The NACE/SSPC Joint Surface Preparation Standards for concrete surface preparation are incorporated in and made part of this specification. All references to SSPC-SP-13/NACE No. 6, designate the definitions and other requirements in these documents. The International Concrete Repair Institute (ICRI) Technical Guideline No. 03732, Guide to Surface Preparation of Concrete to Receive Sealers, Coatings and Polymer Overlays shall be used to visually evaluate the

SPECIAL NOTE FOR CONCRETE SEALER

concrete surface profile. Refer to the manufacturer’s recommendations for Surface Preparation of Concrete.

- 2. Concrete surfaces must be cured and dry. Existing coatings must be removed. Inspect concrete surface for soundness, flatness, levelness and overall condition. Report any discrepancies to the owner’s representative.
- 3. No curing / sealing compounds of any kind are to be used on concrete surfaces. If such curing / sealing compounds are or have been used, remove them in accordance with ASTM D4259.

If no curing / sealing compounds are or have been used, prepare surfaces in accordance with SSPC- SP 12, Low Pressure Water Cleaning, WJ-4, using “zero-degree rotary tip”. Use equipment capable of producing pressures of between 3500 and 5000 psi.

Create a minimum surface profile for the Concrete Coating Systems for Bridges specified in accordance with the methods described in ICRI No. 03732 to achieve profile numbers as follows:

a.	Thin film, to 10 mils	CSP-1 to CSP-3
b.	Thin and medium films, 10 to 40 mils	CSP-3 to CSP-5
c.	Mortars & Fillers, to 3/16”	CSP-4 to CSP-6
d.	Mortars & Fillers, to 1/4” or more	CSP-5 to CSP-9

- 4. Concrete Surface Repair: Bug holes, honeycombs, other surface defects
 - a. Areas shall be repaired.
 - b. Fins and protrusions shall be removed by grinding or other suitable means.
- 5. Concrete Crack Repair: apply an approved sealant into voids in accordance with product data page recommendations. Sealant must be fully cured prior to the application of concrete primers.

3.02 Application

- A. Comply with manufacturers written installation procedures and individual product data sheet application bulletins.
- B. Apply materials in accordance with the following material coverage.

Standard Opaque concrete sealer system:

SPECIAL NOTE FOR CONCRETE SEALER

Products	Thickness (mils dft)
Primer [Note: May be reduced up to 20% with xylene, if VOC allows]	SWD DOT Sealer B97W10 @ 360-470 sq ft gal
Top Coat	SWD DOT Sealer B97W10 @ 360-470 sq ft gal
Total Targeted Application Rate:	
180-235 sq ft gal Including primer	

3.03 Inspection and Testing

- A. The owner or owner’s authorized representative may require an independent inspection firm to verify the installed system.
- B. If test results indicate noncompliance with the specification, the following corrective action may be required of the contractor
 - 1. Remove non-compliant systems or components.
 - 2. Replace system or components in (1)
 - 3. Assume the inspection expenses.
- C. Minimum requirements of the opaque concrete sealer system is that it be free of the following
 - 1. Uncured material
 - 2. Inadequate thickness
 - 3. Pinholes
 - 4. Blisters
 - 5. Delamination
 - 6. Foreign matter
 - 7. Unspecified materials

3.04 Protection

SPECIAL NOTE FOR CONCRETE SEALER

- A. The opaque concrete sealer system shall be protected from damage or detrimental elements during drying and curing and until the time of final acceptance.

4.01 Measurement

The quantity will be measured in square feet of concrete surface sealed.

4.02 Payment

Payment at the contract unit price for "Concrete Sealing" will include full compensation for work required in this special note.

TRAFFIC MANAGEMENT PLAN

Oldham County
FD52 093 0075
STP 3001(400)
Pedestrian Path
EMARS No. 8382901D
Item No. 5-467.00

TRAFFIC CONTROL GENERAL NOTES

All traffic control devices shall comply with the current standard drawings and the current manual on uniform traffic control devices. Except as provided herein, traffic shall be maintained in accordance with the current edition of the standard specifications for road and bridge construction and the standard drawings. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic until completion of the work will be paid at the lump sum price to "maintain and control traffic". The relocation of signs for maintenance of traffic during construction, including mounting hardware and posts, shall be incidental to other items of work. Changes in the traffic control plan will require approval of the engineer.

All barrels/drums are to be spaced no more than 50 feet apart during all phases of construction or as directed by the engineer.

Any major change or alternate temporary traffic control plan shall be reviewed by the initial signers to the subject plan before any revision is implemented. The contractor will not be permitted to implement any part of his/her alternate plan or revision until he/she has received written approval from the cabinet.

PUBLIC INFORMATION PLAN (PIP)

KYTC District 5 Public Information Officer (PIO) will inform the motoring public and area stakeholders of project information including maintenance of traffic. The district public information officer will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans. Prior to construction, signs shall be in place per applicable standard drawing(s) and/or as directed by the Engineer over the project limits.

SPECIAL NOTES

LANE CLOSURE

Temporary lane closures will be coordinated with the engineer and will only be permitted between the hours of 9:00 p.m. and 6:00 a.m. any lane closure is paid under the item "maintain and control traffic" and no direct payment will be made. Failure to reopen the lane by 6:00 a.m. will result in a penalty of \$3,000 for the first hour or fraction thereof and \$15,000 any additional hour or fraction thereof for exceeding the allotted time.

ROAD CLOSURE (ROLLING ROAD BLOCK)

When setting beams traffic may be halted at the nearest interchange for a period not longer than 15 minutes. Road closures will only be allowed between the hours of 12:00 a.m. and 5:00 a.m. failure to reopen the lane after the 15 minute period will result in a penalty of \$1,500 for the first 15 minute increment exceeding the allotted time and \$5,000 for each additional 15 minute increment.

DROP-OFFS

No shoulder drop-offs will be permitted when work is not ongoing or at the conclusion of the work day.

SHOULDERS

Shoulder closures will be permitted during the duration of construction.

FAILURE TO COMPLETE WORK ON TIME

For each calendar day beyond a fixed completion date of July 1, 2014 the Department will assess liquidated damages per Section 108.09 of the current edition of the Standard Specifications for Road and Bridge Construction.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Traffic shall be maintained in accordance with the plans, these notes, and the standard specifications for the road and bridge construction, current edition.

Prior to any clearing, grubbing and excavation, construct perimeter controls such as but not limited to temporary silt fence to ensure that disturbed sediment does not leave the project site. Install construction signs throughout the entire construction area per applicable standard drawing(s) and/or as directed by the engineer.

PHASE I: WIDEN SHOULDER AND INSTALL GUARDRAIL ON I-71

Step 1:

Construct shoulder widening and all drainage items in the median of I-71 as shown on the construction plans.

Step 2:

Construct guardrail on I-71 in each direction as shown in the plans. The guardrail installations along I-71 will be completed in one working day for each direction (northbound & southbound).

PHASE II: CONSTRUCT PEDESTRIAN BRIDGE

Step 1:

Construct abutments 1 & 2 as well as piers 1, 2, 3 & 4.

Step 2:

Set the following spans from the following specified locations (refer to utility impact notes for treatment of overhead line):

- Southernmost span from Old Lagrange Rd south of I-71
- Two spans across interstate traffic from the median
- Two northernmost spans from Old Lagrange Rd north of I-71

Step 3:

Construct bridge deck and all associated items with the pedestrian bridge in the plans.

PHASE III: CONSTRUCT APPROACHES ON PEDESTRIAN BRIDGE

Step 1:

Construct pedestrian path and all other items (drainage devices, signs, striping, etc.) As shown on the construction plans.

SPECIAL NOTES FOR PROTECTION OF RAILROAD INTEREST

These Special Notes are supplemental and amendatory to the Kentucky Transportation Cabinet's, Department of Highways Standard Specifications for Road and Bridge Construction, current edition, and amendments thereof, and where in conflict therewith these Special Notes shall govern.

The authorized representative of the Railroad Company (hereinafter sometimes called Railroad Engineer) shall have final authority in all questions affecting the safety and maintenance of rail traffic. Contractor shall notify the Railroad Engineer at least two weeks in advance (not including Saturdays, Sundays and Holidays), when he will start work on the right of way of the Railroad. No work shall begin on Railroad right of way until the Railroad Engineer has confirmed that protective services are secured, the insurance submitted by the Contractor has been approved and all necessary approvals are documented.

The Contractor must assume all responsibility for any and all damages to his work, employees, servants, equipment and materials, caused by the operation of the Railroad.

No charge or claim of the Contractor will be allowed for hindrance or delay because of rail traffic, or any work by others, incident to or necessary for the safe maintenance of rail traffic or completion of the project. Delays from such cause may entitle the Contractor to an extension of time allowed for doing the work, sufficient in the opinion of the Department of Highway's Project Engineer (hereinafter called Engineer) to compensate for the delay, provided immediate notice of the cause of delay is given to the Engineer in writing.

Materials and equipment shall not be stored where they will interfere with rail traffic nor on the right of way of the Railroad without first having obtained permission of the Railroad Engineer, and any such permission will be with the understanding that the Railroad will not be liable for damage to materials and equipment from any cause. The Railroad Engineer may move, or have the Contractor move, at his expense, materials from such storage locations.

The Contractor shall so arrange his work that there will be no interference with, or delay to, the train service of the Railroad. The method of doing such work shall be submitted to the Railroad Engineer for approval. In the event that work by the contractor cannot be performed as approved by the Railroad Engineer, and continuous delays to train service occur, the Department reserves the right to take the work from the Contractor, and to complete it at his expense, after written notice is given to him by the Engineer.

The Railroad shall have the right to assign workers to the site of the project to perform inspection services for protection of Railroad operations whenever, in the opinion of the Railroad Engineer, such services may be necessary. Contractor shall reimburse the costs incurred by the Railroad for inspection services, and for flagging services as hereinafter provided. When flagging services begin, the flagman is assigned by the Railroad to work at the project site on a continual basis until no longer needed. The Contractor shall give the flagman five (5) days notice before work on Railroad property is completed.

Any flagging protection or inspection services required by the Railroad for the safety of Railroad operations because of work being performed by the Contractor or in connection therewith, will be provided or cause to be provided by the Railroad, and the cost thereof shall be reimbursed to the Railroad by the Contractor on the basis of Railroad's bills to be rendered monthly.

The services of watchman or flagman will be required during excavation, placing and removing of cofferdams or sheeting, driving of foundation piles and placing of the construction and removal of any falsework, bracing or forms over and adjacent to the tracks. A flagman will also be furnished whenever, in the opinion of the Railroad Engineer or his authorized representative such protection is needed.

The rate of pay per hour for each Railroad worker will be the prevailing hourly rate in effect for an 8-hour day for the class of worker used at the time the service is performed, with time and one-half rate for all time worked before or after assigned work hours; time and one-half rate also shall apply on Saturdays, Sundays and Holidays. If the rate of pay of any inspector or flagman is changed before the work is started or during the progress of the work, either by law or by agreement between the Railroad and its employees, or if the tax rates on labor are changed, the Contractor shall pay on the basis of the new rates.

Since the number of flagging days to be required will vary according to the number of workmen and amount of equipment used by Contractor, neither the Railroad nor Department assumes the responsibility or liability for an estimate of this cost. Contractor shall reimburse the railroad for actual cost plus charges as noted above. The Contractor will be required to reimburse the railroad for such costs, and furnish the Department satisfactory evidence that the railroad has acknowledged receipt thereof before final settlement.

All work herein provided to be done by the Contractor on the Railroad's right of way shall be done in a manner satisfactory to the Railroad Engineer or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the business of the Railroad. The Contractor will be required to use all reasonable care and precaution in order to avoid accident, damage or unnecessary delay or interference with the Railroad's trains or other property.

The Contractor shall not store or pile any materials or equipment closer than 13 feet 0 inches from the centerline of the nearest track, measured at right angles thereto.

The Contractor's plans for falsework, erecting the spans over the tracks, cofferdam, sheeting and bracing details, bents or piers, and the method of installation for the protection of the Railroad Company's tracks shall be submitted to the Department and Railroad Engineer for approval before commencing work on same.

The Contractor will be required upon completion of the work, to remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of said Contractor, and to leave the right of way in a neat condition, satisfactory to the Railroad Engineer or his authorized representative.

If the Contractor desires access across the Railroad's right of way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the Railroad may permit such Contractor access across said right of way and tracks provided Contractor first executes a license agreement satisfactory to the Railroad, and agrees to reimburse Railroad for the cost of providing and removing any temporary grade crossing, watchmen expense, or other costs which the Railroad deems necessary for protection of its property and operations. Contractor shall at no time cross the Railroad's right of way and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection.

Should any damage occur to Railroad's property, as a result of the Contractor's unauthorized or negligent operations, and the Railroad for the protection of its property, the required materials, labor and equipment shall be furnished by the Railroad and the Contractor shall reimburse Railroad for costs incurred.

Explosives shall not be used adjacent to any track or other Railroad's property without the advance approval of the Engineer and the Railroad Engineer, but such approval will not relieve the Contractor from any liability. If use of explosives is permitted, an authorized representative of the Railroad must be present. The blasting shall be done under experienced supervision and every necessary precaution shall be taken to avoid damage to property, injury to person and interruption of Railroad operations. Blasting shall be discontinued immediately on notice from either the Engineer or Railroad Engineer, that it is too hazardous.

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, see Part IV Insurance.

1-3809 tcprailroadprotection
01/01/2009

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded
☐ State Funded

☒ Original
☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: 9/15/13

Project Name: Interurban Greenway

Letting Date: October 2013

Project #: 5-467.00

County: Oldham

Item #: 12FO FD52 093 8382901R

Federal #: STP 3001 (445)

Description of Project:

Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

- ☐ The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

- ☒ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)

☒ **Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.

☐ **Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

☐ Condition 3. The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved: Ron Geveden

Printed Name

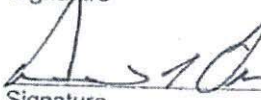


Signature

Right-of-Way Supervisor

Approved: DAVID L. ORR

Printed Name



Signature

9/17/13
KYTC, Director of ROW & Utilities

Approved: DAVID WHITWORTH

Printed Name



Signature

9/19/13
FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: 9/5/13

Project Name: 12FO FD52 093 8382901R

Project #: 5-467.00

County: Oldham

Item #: STP 3001 (445)

Federal #: _____

Letting Date: October 2013

This project has 2 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

2 Parcels where acquired by a signed fee simple deed and fair market value has been paid

_____ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

_____ Parcels have not been acquired at this time (*explain below for each parcel*)

_____ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

_____ Relocatees have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____ (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006

Last Revised: February 22, 2011

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Oldham County Environmental Authority: At Left Sta. 16+65, there is a 4-inch sanitary sewer main that connects to a sanitary sewer manhole. **This facility is not to be disturbed and will remain in place.**

Oldham County Water District: There are two 3-inch water mains that run from Right Sta. 10+00, to Right Sta. 10+50, and from Right Sta. 16+47 to the end of the project. **These facilities are not to be disturbed and will remain in place.**

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

AT&T KY: There is an overhead crossing east of the project that will be lowered to accommodate for beam placement. The relocation work will be complete by October 15, 2013.

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Oldham County Water District: At Right Sta. 10+50, there is one water valve that will need to be adjusted to the proposed grade. At Right Sta. 16+47, there is one fire hydrant and one water valve that will need to be adjusted to the proposed grade. **This company is not a participant in the KY 811 system.** Please contact Russ Rose (office (502)222-1680 or cell (502)727-4350) at least five working days before the fire hydrant and valves need to be adjusted in order to arrange for location assistance. The work will be complete within 5 working days of the date that the work begins for each conflict.

The Department will consider submission of a bid as the Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of Oldham County Water District. Working days will not be charged for those days on which work on Oldham County Water District facilities are delayed, as provided in the current edition of the KY Standard

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department’s work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor. .

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not Applicable.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

<p>OLDHAM COUNTY, STPM 3001 (445) FD52 093 0075 FD52 093 83829 01C INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146 ITEM NO. 05-00467</p>

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
-------------------------------	---------------------	----------------------------

Oldham County – Utility Owners

5-467.00 Pedestrian Bridge over I-71

- | | | |
|----|--|---|
| 1. | LG&E KU (Electric)
820 West Broadway
Louisville, KY 40202
LG&E Emergency Number (502) 589-1444
LG&E and KU Emergency Number 1-800-331-7370 | Greg Geiser
work: (502) 627-3708
Greg.Geiser@LGE-KU.com |
| 2. | LG&E (Gas)
820 West Broadway
Louisville, KY 40202
Gas Emergency Number (502) 589-5511
LG&E and KU Emergency Number 1-800-331-7370 | Greg Geiser
work: (502) 627-3708
Greg.Geiser@LGE-KU.com |
| 3. | Louisville Water Company
550 South Third Street
Louisville, KY 40202 | Daniel Tegene, PE
(502) 569-3649
DTegene@LWCKy.com |
| 4. | AT&T KY
3719 Bardstown Road - 2nd Floor
Louisville, KY 40218 | Morgan Herndon
Morgan.Herndon@att.com
(502) 458-7312 |
| 5. | Oldham County Water District
3711 W. Highway 146, P.O. Box 51
Buckner, KY 40010
This company is not a BUD participant | Russ Rose
RussRose@Insightbb.com
office: (502) 222-1690
cell: (502) 727-4350
Bill Baker
cell: (502) 773-1572 |

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

- | | | |
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| 6. | LaGrange Utilities Commission
203 S. Walnut St.
LaGrange, KY 40031 | John Bennett
LUC@Insightbb.com
(502) 222-9325 |
| 7. | Mid - Valley Pipeline Company
4910 Limaburg Road
Burlington, KY 41005
FAX (866) 699-1185 | Todd Calfee
(859) 371-4469x14
Cell: 859-630-8271
RTCALFEE@SunocoLogistics.com |
| 8. | Shelby Energy Cooperative
P.O. Box 311, 620 Old Finchville Road
Shelbyville, KY 40065 | Jason Ginn
Jason@ShelbyEnergy.com
cell: 502-643-2778
(502) 633-4420 |
| 9. | Texas Gas Transmission, LLC
3800 Frederica Street
Owensboro, KY 42302

10327 Gaslight Way
Louisville, KY 40299 | Tim Turner
(270) 688-6461
Tim.Turner@bwpmlp.com
Cell: (270) 485-1152
John Weaver
John.Weaver@BWPMMLP.com
(502) 438-2407
Howard Menser
Howard.Menser@BWPMMLP.com
Office: (502) 491-0251
Cell: (502) 396-2418 |
| 10. | Insight Communications Company
4701 Commerce Crossings Dr.
Louisville, KY 40229 | Deno Barbour
Cell: (502) 664-7395
Office: (502) 357-4376
Dwight.Barbour@TWCable.com |
| 11. | Oldham Co. Environmental Authority
700 W. Jefferson St.
LaGrange, KY 40031
Fax: (502) 225-9468
(Sewer & Stormwater merged)
This company is not a BUD participant | Kevin Gibson
Kevin.Gibson@VeoliaWaterNA.com
Office: (502) 225-9477
Cell: (502) 269-1309 |

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

- | | | |
|-----|--|--|
| 12. | <p>Metropolitan Sewer District
700 West Liberty Street
Louisville, KY 40202
Send to both contacts</p> | <p>Greg Powell
Greg.Powell@LouisvilleMSD.org</p> <p>Brad Selch
(502) 540-6614
Brad.Selch@LouisvilleMSD.org</p> |
| 13. | <p>Level 3 Communications (Transmission)
848 S. 8th St.
Louisville, KY 40203</p> <p>Level 3 Communications (Transmission)
848 S. 8th St.
Louisville, KY 40203</p> <p>Level 3 Communications (Distribution)
962 South Third Street
Louisville, KY 40203</p> | <p>Kevin Webster
Kevin.Webster@Level3.com
Office (502) 777-8622
Cell (502) 777-8622
Fax (502) 561-6950</p> <p>Tim Morphew
Tim.Morphew@Level3.com
Office (502) 561-6935
Cell (502) 221-1785
Fax (502) 561-6950</p> <p>Mark Sewell
Mark.Sewell@Level3.com
Office (502) 515-9142
Cell (502) 295-0939
Relocations
Level3.networkrelocations@level3.com</p> |
| 14. | <p>Indiana Gas Company Inc
d.b.a. Vectren Energy Delivery of Indiana, Inc
or
Ohio River Pipeline Corporation
2520 Lincoln Drive
Clarksville, Indiana 47129</p> <p>Line Maintained By
Texas Gas Transmission, LLC
3800 Frederica Street
Owensboro, Kentucky 42302
Cell: (270) 485-1152</p> | <p>Mary Barber
MBarber@Vectren.com
(812) 948-4952</p> <p>Tim Turner
(270) 688-6461
Tim.Turner@bwpmlp.com</p> |

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

OLDHAM COUNTY, STPM 3001 (445)
FD52 093 0075
FD52 093 83829 01C
INTERSTATE 71/PEDESTRIAN BRIDGE OVER I-71 ALONG KY 146
ITEM NO. 05-00467

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|------------|--|---|
| 15. | <p>Crown Castle Network Operations
10170 Linn Station Road
Suite 525
Louisville, KY 40223
(builds cell towers and leases space on them)</p> | <p>Brian Watkins
Brian.Watkins@CrownCastle.com
(502)318-1323
Brandy Bowling (Brian's supervisor)
Brandy.Bowling@CrownCastle.com
(502)318-1322
Cindy Shaffer
Cynthia.Shaffer@CrownCastle.com
(502) 318-1313
Chris Gladstone
Chris.Gladstone@CrownCastle.com
(502)689-2162</p> |
| 16. | <p>Kentucky Data Link (KDL now Windstream)
Project Manager
3701 Communications Way
Evansville, IN 47715
(Address envelopes ATTN LaDon Haley)</p> | <p>John McDowell
John.McDowell@Windstream.com
(606)369-3623</p> |
| 17. | <p>TRIMARC
Public Safety & Transportation Systems
901 West Main Street
Louisville, Kentucky 40202</p> | <p>Todd Hood
Todd.Hodd@ngc.com
Office: (502)587-6624 ext. 2
Cell: (502)307-7456</p> |

KyTC BMP Plan for Project PCN 5-467.00



Kentucky Transportation Cabinet

Highway District 5

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Ped/Bike Bridge over I-71 along KY 146

Project: PCN 5 – 467.00

KyTC BMP Plan for Project PCN 5-467.00

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – *Kentucky Transportation Cabinet, District 5*
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) *Old LaGrange Road*
6. Latitude/Longitude (project mid-point) *38.369167, -85.443333*
7. County (project mid-point) *Oldham*
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN 5-467.00

A. Site description:

1. Nature of Construction Activity (from letting project description): *Grade, Drain and Surfacing*
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: *307 cu yds*
4. Estimate of total project area (acres) *3.05 Acres*
5. Estimate of area to be disturbed (acres) *0.90 Acres*
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. *Post construction runoff coefficient will not change.*
7. Data describing existing soil condition: See "5-467 Geotech Report S-060-2012". (2)
8. Data describing existing discharge water quality (if any): *None* (2)
9. Receiving water name: *North Fork of Currys Fork*
10. TMDLs and Pollutants of Concern in Receiving Waters: *No TMDL data reported.* (DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

See roadway plan sheets R22 through R24.

12. Potential sources of pollutants:

KyTC BMP Plan for Project PCN 5-467.00

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Ø Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - Ø At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover

KyTC BMP Plan for Project PCN 5-467.00

or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Ø Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Ø Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Ø Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Ø Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:

KyTC BMP Plan for Project PCN 5-467.00

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- Ø BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: *This project does not include storm water BMPs or flow controls.*

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.

2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

KyTC BMP Plan for Project PCN 5-467.00

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

Ø **Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

Ø **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

Ø **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

KyTC BMP Plan for Project PCN 5-467.00

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

Ø **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Ø **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

Ø **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

Ø **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as

KyTC BMP Plan for Project PCN 5-467.00

- appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
 - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
 - Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
 - The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
 - Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. *There are other local (MS4) requirements that are being added to this project.*

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. *There are no such BMP's.*

KyTC BMP Plan for Project PCN 5-467.00

E. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- Ø All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Ø Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Ø Inspection reports will be written, signed, dated, and kept on file.
- Ø Areas at final grade will be seeded and mulched within 14 days.
- Ø Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- Ø All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Ø Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Ø Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Ø Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Ø Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Ø Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- Ø All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

F. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

KyTC BMP Plan for Project PCN 5-467.00

- Ø Water from water line flushings.
- Ø Water from cleaning concrete trucks and equipment.
- Ø Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Ø Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

G. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

Ø Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

KyTC BMP Plan for Project PCN 5-467.00

Or, check the following only if there are no qualifying activities

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

Contractor and Resident Engineer Plan certification

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____,
Typed or printed name² signature

(3) Signed _____ title _____, _____
 Typed or printed name¹ signature

1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

Sub-Contractor Certification

KPDES BMP Plan Page 14 of 14

Page: 1

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)**

SYP 5-00467.00

27 September 2013

ITEM NO.
5-467.00

PROJECT MANAGER
PATRICK MATHENY, PE

- 1 Coordination with USFWS prior to construction for the removal of approximately 3.05 acres of IB summer rooting habitat outside of a priority area.

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the September 27, 2013 Letting**

Subsection:	108.03 Preconstruction Conference.
Revision:	Replace 8) Staking with the following: 8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	109.07.02 Fuel.
Revision:	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
Subsection:	110.02 Demobilization.
Revision:	Replace the first part of the first sentence of the second paragraph with the following: Perform all work and operations necessary to accomplish final clean-up as specified in the first paragraph of Subsection 105.12;
Subsection:	112.03.12 Project Traffic Coordinator (PTC).
Revision:	Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.
Subsection:	112.04.18 Diversions (By-Pass Detours).
Revision:	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures for payment when the contract documents provide the required drainage opening that must be maintained with the diversion. The temporary drainage structures shall be incidental to the construction of the diversion. If the contract documents fail to provide the required drainage opening needed for the diversion, the cost of the temporary drainage structure will be handled as extra work in accordance with section 109.04.
Subsection:	201.03.01 Contractor Staking.
Revision:	Replace the first paragraph with the following: Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	201.04.01 Contractor Staking.
Revision:	Replace the last sentence of the paragraph with the following: Complete the general layout of the project under the supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	206.04.01 Embankment-in-Place.
Revision:	Replace the fourth paragraph with the following: The Department will not measure suitable excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
Subsection:	208.02.01 Cement.
Revision:	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
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Subsection:	208.03.06 Curing and Protection.
Revision:	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
Subsection:	208.03.06 Curing and Protection.
Revision:	Replace paragraph nine with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	2)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	3)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Sericea Lespedeza with Kentucky 31 Fescue.
Subsection:	213.03.02 Progress Requirements.
Revision:	Replace the last sentence of the third paragraph with the following: Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of the work are not coordinated in an acceptable manner within 7 calendar days after written notification.
Subsection:	213.03.05 Temporary Control Measures.
Part:	E) Temporary Seeding and Protection.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	304.02.01 Physical Properties.
Table:	Required Geogrid Properties
Revision:	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.

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Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	B) Sampling.
Revision:	Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	3) VMA.
Revision:	Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding G_{mm} sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected subplot(s) for the duration of the project.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	4) Density.
Revision:	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	D) Testing Responsibilities.
Number:	5) Gradation.
Revision:	Delete the second paragraph.
Subsection:	402.03.02 Contractor Quality Control and Department Acceptance.
Part:	H) Unsatisfactory Work.
Number:	1) Based on Lab Data.
Revision:	Replace the second paragraph with the following: When the Engineer determines that safety concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.

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Subsection:	402.03.03 Verification.
Revision:	Replace the first paragraph with the following: 402.03.03 Mixture Verification. For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA according to the corresponding procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage Generator. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the Department obtains the mixture verification sample and perform testing according to the procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified by the Department's test results within the tolerances provided below, the Contractor's sample will serve as the quality control sample for the affected subplot. The Department may perform the mixture verification test on the Contractor's equipment or on the Department's equipment.
Subsection:	402.03.03 Verification.
Part:	A) Evaluation of Sublot(s) Verified by Department.
Revision:	Replace the third sentence of the second paragraph with the following: When the paired <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
Subsection:	402.03.03 Verification.
Part:	B) Evaluation of Sublots Not Verified by Department.
Revision:	Replace the third sentence of the first paragraph with the following: When differences between test results are not within the tolerances listed below, the Department will resolve the discrepancy according to Subsection 402.03.05.
Subsection:	402.03.03 Verification.
Part:	B) Evaluation of Sublots Not Verified by Department.
Revision:	Replace the third sentence of the second paragraph with the following: When the <i>F</i> -test or <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
Subsection:	402.03.03 Verification.
Part:	C) Test Data Patterns.
Revision:	Replace the second sentence with the following: When patterns indicate substantial differences between the verified and non-verified sublots, the Department will perform further comparative testing according to subsection 402.03.05.

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Subsection:	402.03 CONSTRUCTION.
Revision:	Add the following subsection: 402.03.04 Testing Equipment and Technician Verification. For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within ± 2.0 percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.
Subsection:	402.03.04 Dispute Resolution.
Revision:	Change the subsection number to 402.03.05.
Subsection:	402.05 PAYMENT.
Part:	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures
Table:	AC
Revision:	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to ± 0.6 .
Subsection:	403.02.10 Material Transfer Vehicle (MTV).
Revision:	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:
Subsection:	412.02.09 Material Transfer Vehicle (MTV).
Revision:	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
Subsection:	412.03.07 Placement and Compaction.
Revision:	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
Subsection:	412.04 MEASUREMENT.
Revision:	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.

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Subsection:	501.03.19 Surface Tolerances and Testing Surface.
Part:	B) Ride Quality.
Revision:	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
Subsection:	603.03.06 Cofferdams.
Revision:	Replace the seventh sentence of paragraph one with the following: Submit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	605.03.04 Tack Welding.
Revision:	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.
Subsection:	611.03.02 Precast Unit Construction.
Revision:	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table) , and Section 605 with the following exceptions and additions:
Subsection:	613.03.01 Design.
Number:	2)
Revision:	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
Subsection:	615.06.02
Revision:	Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled $\frac{3}{4}$ inch.
Subsection:	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
Revision:	Replace the reference of 6.6 in the section to 615.06.06.
Subsection:	615.06.04 Placement of Reinforcement for Precast Endwalls.
Revision:	Replace the reference of 6.7 in the section to 615.06.07.

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Subsection:	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.
Revision:	Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.
Subsection:	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
Revision:	Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.
Subsection:	615.08.01 Type of Test Specimen.
Revision:	Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd ³ (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.
Subsection:	615.08.02 Compression Testing.
Revision:	Delete the second sentence.
Subsection:	615.08.04 Acceptability of Core Tests.
	Delete the entire subsection.
Subsection:	615.12 Inspection.
Revision:	Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.

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Subsection:	716.02.02 Paint.
Revision:	Replace sentence with the following: Conform to Section 821.
Subsection:	716.03 CONSTRUCTION.
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,
Subsection:	716.03.02 Lighting Standard Installation.
Revision:	Replace the second sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Revision:	Replace the third sentence with the following: Orient the transformer base so the door is positioned on the side away from on-coming traffic.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Number:	1) Breakaway Installation and Requirements.
Revision:	Replace the first sentence with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	B) High Mast Installation
Revision:	Replace the first sentence with the following: Install each high mast pole as noted on plans.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	B) High Mast Installation
Number:	2) Concrete Base Installation
Revision:	Modification of Chart and succeeding paragraphs within this section:

Drilled Shaft Depth Data							
Level Ground		3:1 Ground Slope		2:1 Ground Slope		1.5:1 Ground Slope (2)	
Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock
17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 ft
Steel Requirements							
Vertical Bars				Ties or Spiral			
Size	Total			Size	Spacing or Pitch		
#10	16			#4	12 inch		

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	<p>(1): Shaft length is 22' for cohesive soil only. For cohesionless soil, contact geotechnical branch for design.</p> <p>(2): Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic.</p> <p>If rock is encountered during drilling operations and confirmed by the engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted accordingly.</p> <p>If a shorter depth is desired for the drilled shaft, the contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.</p> <p>Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the geotechnical branch if such conditions are encountered.</p> <p>The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.</p> <p>The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used.</p> <p>Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.</p>
<p>Subsection:</p> <p>Part:</p> <p>Revision:</p>	<p>716.03.03 Trenching.</p> <p>A) Trenching of Conduit for Highmast Ducted Cables.</p> <p>Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.</p>
<p>Subsection:</p> <p>Part:</p> <p>Revision:</p>	<p>716.03.03 Trenching.</p> <p>B) Trenching of Conduit for Non-Highmast Cables.</p> <p>Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.</p>
<p>Subsection:</p> <p>Revision:</p>	<p>716.03.10 Junction Boxes.</p> <p>Replace subsection title with the following: Electrical Junction Box.</p>

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Subsection:	716.04.07 Pole with Secondary Control Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
Subsection:	716.04.08 Lighting Control Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure constructing the concrete base, excavation, backfilling, restoration, any necessary anchors, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
Subsection:	716.04.09 Luminaire.
Revision:	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
Subsection:	716.04.10 Fused Connector Kits.
Revision:	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
Subsection:	716.04.13 Junction Box.
Revision:	Replace the subsection title with the following: Electrical Junction Box Type Various.
Subsection:	716.04.13 Junction Box.
Part:	A) Junction Electrical.
Revision:	Rename A) Junction Electrical to the following: A) Electrical Junction Box.
Subsection:	716.04.14 Trenching and Backfilling.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.
Subsection:	716.04.18 Remove Lighting.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as a lump sum for the removal of lighting equipment. The Department will not measure the disposal of all equipment and materials off the project by the contractor. The Department also will not measure the transportation of the materials and will consider them incidental to this item of work.

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Subsection:	716.04.20 Bore and Jack Conduit.															
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.															
Subsection:	716.05 PAYMENT.															
Revision:	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following: <table><tr><td><u>Code</u></td><td><u>Pay Item</u></td><td><u>Pay Unit</u></td></tr><tr><td>04810</td><td>Electrical Junction Box</td><td>Each</td></tr><tr><td>04811</td><td>Electrical Junction Box Type B</td><td>Each</td></tr><tr><td>20391NS835</td><td>Electrical Junction Box Type A</td><td>Each</td></tr><tr><td>20391NS835</td><td>Electrical Junction Box Type C</td><td>Each</td></tr></table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	04810	Electrical Junction Box	Each	04811	Electrical Junction Box Type B	Each	20391NS835	Electrical Junction Box Type A	Each	20391NS835	Electrical Junction Box Type C	Each
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>														
04810	Electrical Junction Box	Each														
04811	Electrical Junction Box Type B	Each														
20391NS835	Electrical Junction Box Type A	Each														
20391NS835	Electrical Junction Box Type C	Each														
Subsection:	723.03 CONSTRUCTION.															
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,															
Subsection:	723.02.02 Paint.															
Revision:	Replace sentence with the following: Conform to Section 821.															
Subsection:	723.03.02 Poles and Bases Installation.															
Revision:	Replace the first sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.															
Subsection:	723.03.02 Poles and Bases Installation.															
Part:	A) Steel Strain and Mastarm Poles Installation															
Revision:	Replace the second paragraph with the following: For concrete base installation, see Section 716.03.02, B), 2), Paragraphs 2-7. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:															
Subsection:	723.03.02 Poles and Bases Installation.															
Part:	B) Pedestal or Pedestal Post Installation.															
Revision:	Replace the fourth sentence of the paragraph with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.															
Subsection:	723.03.03 Trenching.															
Part:	A) Under Roadway.															
Revision:	Add the following after the second sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain ether required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.															

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Subsection:	723.03.11 Wiring Installation.
Revision:	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.03.12 Loop Installation.
Revision:	Replace the fifth sentence with the following: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.04.02 Junction Box.
Revision:	Replace subsection title with the following: Electrical Junction Box Type.
Subsection:	723.04.03 Trenching and Backfilling.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.
Subsection:	723.04.10 Signal Pedestal.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, specified conduits, fittings, ground rod, ground wire, backfilling, restoring disturbed areas, or other necessary hardware and will consider them incidental to this item of work.
Subsection:	723.04.15 Loop Saw Slot and Fill.
Revision:	Replace the second sentence with the following: The Department will not measure sawing, cleaning and filling induction loop saw slot, loop sealant, backer rod, and grout and will consider them incidental to this item of work.
Subsection:	723.04.16 Pedestrian Detector.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished, installed and connected to pole/pedestal. The Department will not measure installing R10-3e (with arrow) sign, furnishing and installing mounting hardware for sign and will consider them incidental to this item of work.
Subsection:	723.04.18 Signal Controller- Type 170.
Revision:	Replace the second sentence with the following: The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure furnishing and connecting the induction of loop amplifiers, pedestrian isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.

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Subsection:	723.04.20 Install Signal Controller - Type 170.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, and excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure connecting the induction loop amplifiers, pedestrian, isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.
Subsection:	723.04.22 Remove Signal Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as a lump sum removal of signal equipment. The Department will not measure the return of control equipment and signal heads to the Department of Highways as directed by the District Traffic Engineer. The Department also will not measure the transportation of materials of the disposal of all other equipment and materials off the project by the contractor and will consider them incidental to this item of work.
Subsection:	723.04.28 Install Pedestrian Detector Audible.
Revision:	Replace the second sentence with the following: The Department will not measure installing sign R10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.29 Audible Pedestrian Detector.
Revision:	Replace the second sentence with the following: The Department will not measure furnishing and installing the sign R10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.30 Bore and Jack Conduit.
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.
Subsection:	723.04.31 Install Pedestrian Detector.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed and connected to pole/pedestal. The Department will not measure installing sign R 10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.32 Install Mast Arm Pole.
Revision:	Replace the second sentence with the following: The Department will not measure arms, signal mounting brackets, anchor bolts, or any other necessary hardware and will consider them incidental to this item of work.
Subsection:	723.04.33 Pedestal Post.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.

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Subsection:	723.04.36 Traffic Signal Pole Base.		
Revision:	Replace the second sentence with the following: The Department will not measure excavation, reinforcing steel, anchor bolts, specified conduits, ground rods, ground wires, backfilling, or restoration and will consider them incidental to this item of work.		
Subsection:	723.04.37 Install Signal Pedestal.		
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.		
Subsection:	723.04.38 Install Pedestal Post.		
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.		
Subsection:	723.05 PAYMENT.		
Revision:	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:		
	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
	04810	Electrical Junction Box	Each
	04811	Electrical Junction Box Type B	Each
	20391NS835	Electrical Junction Box Type A	Each
	20391NS835	Electrical Junction Box Type C	Each
Subsection:	813.04 Gray Iron Castings.		
Revision:	Replace the reference to "AASHTO M105" with "ASTM A48".		
Subsection:	813.09.02 High Strength Steel Bolts, Nuts, and Washers.		
Number:	A) Bolts.		
Revision:	Delete first paragraph and "Hardness Number" Table. Replace with the following: A) Bolts. Conform to ASTM A325 (AASHTO M164) or ASTM A490 (AASHTO 253) as applicable.		
Subsection:	814.04.02 Timber Guardrail Posts.		
Revision:	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".		
Subsection:	814.04.02 Timber Guardrail Posts.		
Revision:	Replace the first sentence of the fourth paragraph with the following: Use any of the species of wood for round or square posts covered under AWPA U1.		
Subsection:	814.04.02 Timber Guardrail Posts.		
Revision:	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".		
Subsection:	814.04.02 Timber Guardrail Posts.		
Revision:	Delete the second sentence of the fourth paragraph.		
Subsection:	816.07.02 Wood Posts and Braces.		
Revision:	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".		

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Subsection:	816.07.02 Wood Posts and Braces.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	818.07 Preservative Treatment.
Revision:	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".
Subsection:	834.14 LIGHTING POLES.
Revision:	Replace the first sentence with the following: Lighting pole design shall be in accordance with loading and allowable stress requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	834.14.03 High Mast Poles.
Revision:	<p>*Remove the second and fourth sentence from the first paragraph.</p> <p>*Replace the third paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.</p> <p>*Replace paragraph six with the following: Provide a pole section that conforms to ASTM A 595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a constant linear taper of .144 in/ft and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole sections that are telescopically slip fit assembled in the field to facilitate inspection of interior surface welds and the protective coating. The minimum length of the telescopic slip splices shall be 1.5 times the inside diameter of the exposed end of the female section. Use longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications. The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration groove weld with backup bar.</p> <p>The handhole cover shall be removable from the handhole frame. One the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7-guage stainless steel to provide adjustability to insure weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube of the pole but needs to be at least 15 inches. The handhole frame width shall be 0.4 times the diameter of the bottom tube.</p> <p>Provide products that are hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A 153 (hardware items).</p>
Subsection:	834.16 ANCHOR BOLTS.
Revision:	Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.

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Subsection:	834.17.01 Conventional.
Revision:	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on the bottom of the housing that is legible from the ground and indicates the wattage of the fixture by providing the fist to numbers of the wattage.
Subsection:	834.21.01 Waterproof Enclosures.
Revision:	*Add the following sentence in the second paragraph in the thirteenth sentence: Provide a cabinet door with a louvered air vent, Filter-retaining brackets and an easy clean metal filter. *Replace sentence sixteen with the following: Use a 120-volt fixture and utilize a compact fluorescent or L.E.D. bulb (equivalent to 60 watt minimum).
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first sentence of the first paragraph with the following: Pole diameter and wall thickness shall be calculated in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plats have a thickness ≥ 2 inches. *Add the following sentence to the end of the fourth paragraph: The bottom pole diameter shall not be less than 16.25 inches.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the second sentence of the fifth paragraph with the following: For anchor bolt design, pole forces shall be positioned in such a manner to maximize the force on any individual anchor bolt regardless of the actual anchor bolt orientation with the pole.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first and second sentence of the sixth paragraph with the following: The pole handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube but needs to be at least 12 inches.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the last paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky. *Replace the third sentence of the last paragraph with the following: All tables referenced in 835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.

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Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace the second sentence of the second paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace the second sentence of the fourth paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
Subsection:	835.07.03 ANCHORS.
Revision:	Add the following to the end of the paragraph: There shall be two steel templates (one can be used for the headed part of the anchor bolt when designed in this manner) provided per pole. Templates shall be contained within a 26.5 inch diameter. All templates shall be fully galvanized (ASTM A 153).
Subsection:	835.16.05 Optical Units.
Revision:	Replace the 3rd paragraph with the following: The list of certified products can be found on the following website: http://www.intertek.com .
Subsection:	835.19.01 Pedestrian Detector Body.
Revision:	Replace the first sentence with the following: Provide a four holed pole mounted aluminum rectangular housing that is a compatible with the pedestrian detector.

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

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SPECIAL NOTE FOR ACCEPTANCE OF JPC PAVEMENT THICKNESS

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. This Special Note covers the requirements for thickness of JPC pavement. Contrary to Subsection 501.03.21 and 501.05.01, the Department will accept JPC pavement thickness from cores based on a percent within limits (PWL) per lot. The PWL will not apply for projects involving less than 2,500 square yards of pavement per bid item. For quantities less than 2,500 square yards of pavement per bid item, acceptance will be in accordance with 3.1.2 of this note.

2.0 MATERIALS. Reserved

3.0 CONSTRUCTION.

3.1 Pavement Thickness. The Engineer will determine random sampling locations according to KM 64-113. Obtain 8 cores per lot at the randomly selected locations under the observance of the Engineer. Cut cores with a nominal diameter of not less than 4 inches. Take all cores after any corrective grinding. Provide the cores to the Engineer immediately. The Department will measure cores according to KM 64-308, taking 5 measurements for all cores. Furnish all tools, labor, and materials for cutting samples and filling the cored hole. Fill core holes with a non-shrink grout approved by the Engineer within one day after sampling.

When a core thickness is deficient by one inch or more, the Department will not accept the pavement. Remove and replace the deficient pavement. Take another random core from the subplot as the Engineer directs to determine the PWL.

3.1.1 Lot Size. The Department will divide each pavement bid item into lots of 6,000 linear feet of paved width. The lot will be divided into 8 sublots of equal length (750 feet). Take a core from each subplot for determination of pavement thickness.

For bid items with over 2,500 square yards and less than 6,000 linear feet of paved width, project area will be divided into 4 equal sublots for determination of PWL.

For a remainder lot of less than 3,000 feet, the Department will add the quantity of pavement to the previous lot and the 8 sublots will be equally divided over the increased length. For a remainder lot of 3,000 feet or greater, the Department will divide the remainder lot into 8 equal sublots for acceptance.

3.1.2 Small Quantities and Miscellaneous Areas. For quantities less than 2,500 square yards per bid item and for miscellaneous areas, the acceptance may be based on either of the following:

- 1) Engineer's inspection of the base grade elevation in relation to the forms, or
- 2) Engineer's monitoring of the yield rate and visual inspection of the placement,

Miscellaneous areas are entrances and tapers less than 10 feet wide. Furnish cores for areas where there are indications of deficient thickness as the Engineer directs. Replace areas found deficient by one inch or more at no cost. The Engineer will evaluate areas found deficient by 0.50 to 0.99 inches according to Subsection 105.04 for acceptance.

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3.1.3 Statistical Evaluation. The Department will use the Variability-Unknown/Standard Deviation Method to determine the estimate percentage of the lot that is within the specification limits (PWL). The Engineer will calculate the lower quality index (QL)

$$QL = \frac{\text{Average} - LSL}{s}$$

- Where: Average = the arithmetic mean of the test values. The average will be determined to the nearest tenth of an inch.
- LSL = the specified thickness minus 0.20 inch.
- s = Standard Deviation = $[\text{Sum (Individual Measurement - Average)}^2 / (n-1)]^{1/2}$, determined to 2 decimal places.
- N = Number of measurements.

QL will be determined to 2 decimal places.

For calculation of PWL, core thickness greater than 0.75 inches more than the specified thickness will be rounded down to the specified thickness plus 0.75 inch.

Percent Within Limits (PWL) will be determined by the attached tables with QL, for n = the number of tests for the Lot. PWL will be determined to 2 decimal places.

For all calculations round down when the last significant digit is followed by a number less than 5 and round up when the last significant digit is followed by a number equal to or greater than 5.

4.0 MEASUREMENT. The Department will not measure for payment any work or materials required to supply the cores or grout the holes and will consider it incidental to JPC Pavement.

5.0 PAYMENT. The Department will base acceptance of each lot of material on the percentage of material within specification limits (PWL). The following equation will determine the pay factor for thickness: $PF \% = 52.5 + 0.5 \text{ PWL}$. The Department will round the Pay Factor to 2 decimal places as noted above.

January 1, 2008

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PERCENT WITHIN LIMITS ESTIMATION TABLE
Variability - Unknown Procedure
Standard Deviation Method
Sample Size 4

Q	0	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	50.33	50.67	51.00	51.33	51.67	52.00	52.33	52.67	53.00
0.1	53.33	53.67	54.00	54.33	54.67	55.00	55.33	55.67	56.00	56.33
0.2	56.67	57.00	57.33	57.67	58.00	58.33	58.67	59.00	59.33	59.67
0.3	60.00	60.33	60.67	61.00	61.33	61.67	62.00	62.33	62.67	63.00
0.4	63.33	63.67	64.00	64.33	64.67	65.00	65.33	65.67	66.00	66.33
0.5	66.67	67.00	67.33	67.67	68.00	68.33	68.67	69.00	69.33	69.67
0.6	70.00	70.33	70.67	71.00	71.33	71.67	72.00	72.33	72.67	73.00
0.7	73.33	73.67	74.00	74.33	74.67	75.00	75.33	75.67	76.00	76.33
0.8	76.67	77.00	77.33	77.67	78.00	78.33	78.67	79.00	79.33	79.67
0.9	80.00	80.33	80.67	81.00	81.33	81.67	82.00	82.33	82.67	83.00
1.0	83.33	83.67	84.00	84.33	84.67	85.00	85.33	85.67	86.00	86.33
1.1	86.67	87.00	87.33	87.67	88.00	88.33	88.67	89.00	89.33	89.67
1.2	90.00	90.33	91.67	91.00	91.33	91.67	92.00	92.33	92.67	93.00
1.3	93.33	93.67	94.00	94.33	94.67	95.00	95.33	95.67	96.00	96.33
1.4	96.67	97.00	97.33	97.67	98.00	98.33	98.67	99.00	99.33	99.67
1.5	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

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PERCENT WITHIN LIMITS ESTIMATION TABLE
Variability - Unknown Procedure
Standard Deviation Method
Sample Size 8

Q	0	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	50.38	50.76	51.14	51.51	51.89	52.27	52.65	53.03	53.41
0.1	53.78	54.16	54.54	54.92	55.29	55.67	56.04	56.42	56.79	57.17
0.2	57.54	57.92	58.29	58.66	59.03	59.41	59.78	60.15	60.52	60.89
0.3	61.25	61.62	61.99	62.35	62.72	63.08	63.45	63.81	64.17	64.53
0.4	64.89	65.25	65.61	65.96	66.32	66.67	67.03	67.38	67.73	68.08
0.5	68.43	68.78	69.13	69.47	69.82	70.16	70.50	70.84	71.18	71.52
0.6	71.85	72.19	72.52	72.85	73.18	73.51	73.84	74.17	74.49	74.81
0.7	75.14	75.46	75.77	76.09	76.41	76.72	77.03	77.34	77.65	77.96
0.8	78.26	78.56	78.86	79.16	79.46	79.76	80.05	80.34	80.63	80.92
0.9	81.21	81.49	81.77	82.05	82.33	82.61	82.88	83.15	83.43	83.69
1.0	83.96	84.22	84.49	84.75	85.00	85.26	85.51	85.76	86.01	86.26
1.1	86.51	86.75	86.99	87.23	87.46	87.70	87.93	88.16	88.39	88.61
1.2	88.83	89.06	89.27	89.49	89.70	89.91	90.12	90.33	90.53	90.74
1.3	90.94	91.13	91.33	91.52	91.71	91.9	92.09	92.27	92.45	92.63
1.4	92.81	92.98	93.15	93.32	93.49	93.65	93.81	93.97	94.13	94.29
1.5	94.44	94.59	94.74	94.88	95.03	95.17	95.31	95.44	95.58	95.71
1.6	95.84	95.97	96.09	96.21	96.33	96.45	96.57	96.68	96.79	96.90
1.7	97.01	97.11	97.21	97.31	97.41	97.51	97.60	97.69	97.78	97.87
1.8	97.96	98.04	98.12	98.20	98.28	98.35	98.42	98.49	98.56	98.63
1.9	98.69	98.76	98.82	98.88	98.93	98.99	99.04	99.09	99.14	99.19
2.0	99.24	99.28	99.33	99.37	99.41	99.45	99.48	99.52	99.55	99.58
2.1	99.61	99.64	99.67	99.7	99.72	99.74	99.77	99.79	99.81	99.83
2.2	99.84	99.86	99.87	99.89	99.90	99.91	99.92	99.93	99.94	99.95
2.3	99.96	99.96	99.97	99.98	99.98	99.98	99.99	99.99	99.99	100.00

SPECIAL NOTE FOR DRILLED SHAFTS

1.0 DESCRIPTION. Furnish all equipment, materials and labor necessary for constructing reinforced concrete drilled shafts in cylindrically excavated holes according to the details shown on the plans or as the Engineer directs. Construct the shaft to the lines and dimensions shown on the plans, or as the Engineer directs. Section references herein are to the Department’s 2012 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Concrete. Use Class A Modified concrete unless otherwise shown on the plans. The slump at the time of placement shall be 6.5 to 9.5 inches, the coarse aggregate shall be size 67, 68, 78, 8 or 9M, and the water/cementitious material ratio shall not exceed 0.45. Include water reducing and retarding admixtures. Type F high range water reducers used in combination with retarding admixtures or Type G high range water reducers fully meeting trial batch requirements are permitted and Class F fly ash is permitted in conformance with Section 601. Design the mix such that the concrete slump exceeds 4 inches at 4 hours after batching. If the estimated concrete transport, plus time to complete placement, exceeds 4 hours, design the concrete to have a slump that exceeds 4 inches or more for the greater time after batching and demonstrate that the slump requirement can be achieved after the extended time period using a trial batch.

Perform trial batches prior to beginning drilled shaft construction in order to demonstrate the adequacy of the proposed concrete mix. Demonstrate that the mix to be used will meet the requirements for temperature, slump, air content, water/cementitious material ratio, and compressive strength. Use the ingredients, proportions and equipment (including batching, mixing, and delivery) to be used on the project. Make at least 2 independent consecutive trial batches of 3 cubic yards each using the same mix proportions and meeting all specification requirements for mix design approval. Submit a report containing these results for slump, air content, water/cement ratio, temperature, and compressive strength and mix proportions for each trial batch to the Engineer for review and approval. Failure to demonstrate the adequacy of the concrete mix, methods, or equipment to the Engineer is cause for the Engineer to require appropriate alterations in concrete mix, equipment, and/or method by the Contractor to eliminate unsatisfactory results. Perform additional trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment.

2.2 Steel Reinforcement. Provide Grade 60 deformed bars conforming to Section 811 of the Standard Specifications. Rail steel is permitted for straight bars only. Place according to Section 602 of the Standard Specifications, this Special Note, and the plans. Use non-corrosive centering devices and feet to maintain the specified reinforcement clearances.

2.3 Casings. Provide casing meeting the requirements of ASTM A 252 Grade 2 or better unless otherwise specified. Ensure casing is smooth, clean, watertight, true and straight, and of ample strength to withstand handling, installation, and extraction stresses and the pressure of both concrete and the surrounding earth materials. Ensure the outside diameter of casing is not less than the specified diameter of shaft.

Use only continuous casings. Cut off the casing at the prescribed elevation and trim to within tolerances prior to acceptance. Extend casing into bedrock a sufficient distance to stabilize the shaft excavation against collapse, excessive deformation, and/or flow of water if required and/or shown on the plans.

Install from the work platform continuous casing meeting the design thickness requirements, but not less than 3/8 inch, to the elevations shown on the plans. When drilled

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shafts are located in open water areas, extend casings above the water elevation to the plan tip elevation to protect the shaft concrete from water action during concrete placement and curing. All casing is permanent unless temporary casing is specified in the contract drawings or documents. Permanent casing is incidental to the applicable drilled shaft unit bid price unless noted otherwise in the contract. Temporary casing may be required for drilled shafts not socketed into bedrock. If temporary surface casings are used, extend each casing up to the work platform. Remove all temporary surface casing prior to final acceptance unless otherwise permitted by the Central Office Construction Engineer.

Ensure casing splices have full penetration butt welds conforming to the current edition of AWS D1.1 with no exterior or interior splice plates and produce true and straight casing.

2.4 Slurry. When slurry is to be used for installation of the Drilled Shaft, submit a detailed plan for its use and disposal. The plan should include, but not be limited to the following:

- 1) Material properties
- 2) Mixing requirements and procedures
- 3) Testing requirements
- 4) Placement procedures
- 5) Disposal techniques

Obtain the Central Office Division of Construction's approval for the slurry use and disposal plan before installing drilled shafts.

2.5 Tremies. Provide tremies of sufficient length, weight, and diameter to discharge concrete at the shaft base elevation. Ensure the tremie diameter is least 6 times the maximum size coarse aggregate to be used in the concrete mix and no less than 10 inches. Provide adequate wall thickness to prevent crimping or sharp bends that restrict concrete placement. Support tremies used for depositing concrete in a dry drilled shaft excavation so that the free fall of the concrete does not cause the shaft excavation to cave or slough. Maintain a clean and smooth tremie surface to permit both flow of concrete and unimpeded withdrawal during concrete placement. Do not allow any aluminum parts to contact the concrete. Construct tremies used to deposit concrete for wet excavations so that they are watertight and will readily discharge concrete.

2.6 Concrete Pumps. Provide pump lines with a minimum diameter of 5 inches and watertight joints.

2.7 Drop Chutes. Do not use aluminum drop chutes.

3.0 CONSTRUCTION.

3.1 Preconstruction.

3.1.1 Prequalification. The Department will require prequalification by the Division of Construction Procurement before accepting a bid for the construction of Drilled Shafts.

3.1.2 Pre-Bid Inspection. Inspect both the project site and all subsurface information, including any soil or rock samples, prior to submitting a bid. Contact the Geotechnical Branch (502-564-2374) to schedule a viewing of the subsurface information. Failure to inspect the project site and view the

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subsurface information will result in the forfeiture of the right to file a claim based on site conditions and may result in disqualification from the project.

3.1.3 Drilled Shaft Installation Plan. Upon request, the Department will review a Drilled Shaft Installation Plan. Submit the plan no later than 45 calendar days prior to constructing drilled shafts. Items covered in this plan should include, but not be limited to the following:

- 1) Name and experience record of jobsite drilled shaft superintendent and foremen in charge of drilled shaft operations for each shift.
- 2) List and size of proposed equipment including cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casings, etc.
- 3) Details of overall construction operation sequence and the sequence of shaft construction in the bents or groups.
- 4) Details of shaft excavation methods including methods to over-ream or roughen shaft walls, if necessary.
- 5) Details of slurry when the use of slurry is anticipated. Include methods to mix, circulate, and de-sand the proposed slurry. Provide details of proposed testing, test methods, sampling methods, and test equipment.
- 6) Details of proposed methods to clean shaft and inside of casing after initial excavation.
- 7) Details of reinforcement handling, lifting, and placement including support and method to center in shaft. Also include rebar cage support during concrete placement and temporary casing removal.
- 8) Details of concrete placement including procedures for concrete tremie or pump. Include initial placement, raising during placement, and overfilling of the shaft to expel contaminated concrete.
- 9) Required submittals including shop drawings and concrete design mixes.
- 10) Other information shown in the plans or requested by the Engineer.
- 11) Special considerations for wet construction.
- 12) Details of environmental control procedures to protect the environment from discharge of excavation spoil, slurry (natural and mineral), and concrete over-pour.

The Division of Construction will review the submitted procedure and provide comments and recommendations. The Contractor is responsible for satisfactory construction and ultimate performance of the Drilled Shaft.

3.2 General Construction. Construct drilled shafts as indicated in the plans or described in this Special Note by either the dry or wet method. When the plans describe a particular method of construction, use this method unless the Engineer permits otherwise. When the plans do not describe a particular method, propose a method on the basis of its suitability to the site conditions. Approval of this proposed method is contingent upon the satisfactory results of the technique shaft.

The construction of the first drilled shaft or technique shaft will be used to determine if the methods and equipment used by the contractor are sufficient to produce a completed shaft meeting the requirements of the plans and specifications. Ability to control dimensions and alignment of excavations within tolerances; to seal the casing into impervious materials; to prevent caving or deterioration of subsurface materials by the use of slurry or other means; to

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properly clean the completed shaft excavation; to construct excavations in open water areas when required by the plans; to establish methods for bellling or over-reaming when required by the plans; to determine the elevation of ground water; to satisfactorily handle, lift, place, and support the reinforcement cage; to satisfactorily place concrete meeting the specifications within the prescribed time frame; and to satisfactorily execute any other necessary construction operations will be evaluated during construction of the first shaft(s). Revise the methods and equipment as necessary at any time during the construction of the first shaft when unable to satisfactorily carry out any of the necessary operations described above or unable to control the dimensions and alignment of the shaft excavation within tolerances. Accurately locate technique so they may be used in the finished structure unless directed otherwise in the contract document or by the Engineer.

If at any time the Contractor fails to satisfactorily demonstrate, to the satisfaction of the Engineer, the adequacy of methods or equipment and alterations are required, additional technique shafts will be required at no additional cost to the Department and with no extension of contract time. Additional technique shafts shall be located as near as possible to the proposed production shafts but in a location as not to interfere with other construction activities. Once approval has been given to construct production shafts, no changes will be permitted in the methods or equipment used to construct the satisfactory shaft without written approval of the Engineer.

Do not make a claim against the Department for costs of construction delays, or any materials, labor, or equipment that may be necessary due to the Contractor's failure to furnish drilled shafts of a length sufficient to obtain the required bearing values, or for variations in length due to subsurface conditions that may be encountered. Soundings, boring logs, soil profiles, or other subsurface data included in the Contract documents are used by the Department for design and making preliminary estimates of quantities and should be used only at the risk of the Contractor for determining equipment, materials, or labor necessary for drilling shafts as required by the contract.

When necessary, set temporary removable surface casing. Use surface casing of sufficient length to prevent caving of the surface soils and to aid in maintaining shaft position and alignment. Pre-drilling with slurry and/or over-reaming to the outside diameter of the casing may be required to install the surface casing at some sites.

Provide equipment capable of constructing shafts to the deepest shaft depth shown in the plans plus 15 feet, 20 percent greater than the longest shaft (measured from the ground or water surface to the tip of the shaft), or 3 times the shaft diameter, whichever is greater. Blasting excavation methods are not permitted.

Use permanent casing unless otherwise noted in the Contract. Place casing as shown on the plans before beginning excavation. If full penetration cannot be attained, the Engineer may direct that excavation through the casing be accomplished and the casing advanced until reaching the plan tip elevation. In some cases, over-reaming to the outside diameter of the casing may be required before placing the casing. Cut off the casing at the prescribed elevation and leave the remainder of the casing in place. Do not use vibratory hammers for casing installation within 50 feet of shafts that have been completed less than 24 hours.

3.2.1 Dry Construction Method. Use the dry construction method only at sites where the ground water table and soil conditions (generally stiff to hard clays or rock above the water table) make it feasible to construct the shaft in a relatively dry excavation and where the sides and bottom of the shaft are stable and may be visually inspected by the Engineer prior to placing the concrete. The dry construction method consists of drilling the shaft excavation, removing accumulated seepage water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation.

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3.2.2 Wet Construction Method. Use the wet construction method at all sites where it is impractical to excavate by the dry method. The wet construction method consists of drilling the shaft excavation below the water table, keeping the shaft filled with water (including natural slurry formed during the drilling process) or slurry as defined in part 2.4 of this Special Note, desanding and cleaning the slurry as required, final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump or other approved devices and placing the shaft concrete (with a tremie or concrete pump beginning at the shaft bottom) which displaces the water or slurry as concrete is placed.

Where drilled shafts are located in open water areas, construct the shafts by the wet method using casings extending from above water elevation to the plan casing tip elevation to protect the shaft concrete from water action during placement and curing. Install the casing in a manner that will produce a positive seal at the bottom of the casing.

3.3 Slurry. When the Contractor elects to use slurry, adjust construction operations so that the slurry is in contact with the bottom 5 feet of the shaft for less than 4 hours unless the Engineer approves otherwise. If the 4-hour limit is exceeded, over-ream the bottom 5 feet of shaft.

3.4 Cleaning. Over-reaming, cleaning, or wire brushing the sidewalls of the shaft excavation and permanent casings may be necessary to remove the depth of softening or to remove excessive slurry cake buildup as indicated by sidewall samples or other test methods employed by the Engineer. Over-ream around the perimeter of the excavation a minimum depth of 1/2 inch and maximum depth of 3 inches.

3.5 Subsurface Exploration. Take subsurface exploration borings when shown on the plans or as the Engineer directs to determine the character of the material that the shaft extends through and the material directly below the shaft excavation. Complete subsurface exploration borings prior to beginning excavation for any drilled shaft in a group. Unless directed otherwise, extend subsurface exploration borings a minimum depth of 3 shaft diameters but not less than 10 feet below the bottom of the anticipated tip of drilled shaft excavation as shown on the plans. For subsurface exploration borings where soil sampling is required use thin-wall tube samples and perform standard penetration tests according to the Department's current Geotechnical Manual. When shafts extend into bedrock, soil samples are not required unless otherwise specified. Perform rock core drilling according to the Department's Geotechnical Manual. When the Engineer directs, perform additional subsurface exploration borings prior to drilled shaft construction. Measure soil samples and/or rock cores and visually identify and describe them on the subsurface log according to the Department's current Geotechnical Manual. Subsurface exploration borings must be performed by contractors/consultants prequalified by the Department's Division of Professional Services for Geotechnical Drilling Services at the time that field work begins.

The Engineer or geotechnical branch representative may be on-site during the subsurface exploration process to evaluate the soil and/or rock core samples. The Engineer or geotechnical branch representative will determine the need to extend the borings to depths greater than the depths previously specified. Handle, label, identify, and store soil and/or rock samples according to the Department's current Geotechnical Manual and deliver them with the subsurface logs to the geotechnical branch's rock core lab in Frankfort within 24-hours of completing the borings, unless directed otherwise.

The Engineer will inspect the soil samples and/or cores and determine the final depth of required excavation (final drilled shaft tip elevation) based on evaluation of the material's suitability. The Engineer will establish the final tip elevations for shaft locations, other than

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those for which subsurface exploration borings have been performed, based on the results of the subsurface exploration. Within 15 calendar days after completion of the subsurface exploration borings, the Engineer will notify the contractor of the final tip elevations for shaft locations.

3.6 Excavations. The plans indicate the expected depths, the top of shaft elevations, and the estimated bottom of shaft elevations between which the drilled shaft are to be constructed. Drilled shafts may be extended deeper when the Engineer determines that the material encountered while drilling the shaft excavation is unsuitable and/or is not the same as anticipated in the design of the drilled shaft. Drilled shafts may be shortened when the Engineer determines the material encountered is better than that anticipated.

Begin drilled shaft excavation the excavation, excavation inspection, reinforcement placement, and concrete placement can be completed as one continuous operation. Do not construct new shafts within 24 hours adjacent to recently completed shafts if the center-to-center spacing is less than 3 shaft diameters.

Dispose of excavated material removed from the shaft according to the Standard Specifications or the contract documents.

Do not allow workmen to enter the shaft excavation for any reason unless both a suitable casing has been installed and adequate safety equipment and procedures have been provided to the workmen entering the excavation. Recommended Procedures for the Entry of Drilled Shaft Foundation Excavations, prepared by ADSC: The International Association of Foundation Drilling provides guideline recommendations for down-hole entry of drilled excavations.

3.7 Obstructions. Remove subsurface obstructions at drilled shaft locations. Such obstructions may include man-made materials such as old concrete foundations or natural materials such as boulders. Blasting is not permitted.

3.8 Inspections of Excavations. Provide equipment for checking the dimensions and alignment of each shaft excavation. Determine the dimensions and alignment of the shaft excavation under the observation and direction of the Engineer. Provide equipment necessary to verify shaft cleanliness for the method of inspection selected by the Engineer.

Measure final shaft depths with a weighted tape or other approved methods after final cleaning. Ensure the base of each shaft has less than ½ inch of sediment at the time of concrete placement. For dry excavations, do not allow the depth of water to exceed 3 inches for tremie or pump methods of concrete placement. Verify shaft cleanliness to the Engineer using direct visual inspection or other method the Engineers determines acceptable. Video camera or underwater inspection procedures may be used if specified in the plans. Inspect the side surfaces of rock sockets to ensure they are rough and of such condition to ensure bond between the shaft concrete and the rock. Calipers, bent rods, or other devices may be used to inspect the diameter and roughness of rock sockets. When the Engineer directs, mechanically roughen surfaces found to be smooth.

3.9 Reinforcing Steel Cage Fabrication and Placement. Assemble the reinforcing steel cage, consisting of longitudinal bars, ties, spirals, cage stiffener bars, spacers, centering devices, and other necessary appurtenances and place as a prefabricated unit immediately after the shaft excavation is inspected and accepted, and just prior to concrete placement.

Tie the reinforcing steel with 100 percent double-wire ties and provide support so that it will remain within allowable tolerances for position. Locate splices as shown on the plans. Splice no more than 50 percent of the longitudinal reinforcing within 2-lap splice lengths of any location or within 3 feet of the splice location if approved mechanical connectors are used. All splices are to be in accordance with plan details. Use bands, temporary cross ties,

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etc. as required to provide a reinforcement cage of sufficient rigidity to prevent racking, permanent deformations, etc. during installation.

Use concrete centering devices or other approved non-corrosive centering devices at sufficient intervals along the length of the reinforcement cage to ensure concentric spacing for the entire cage length. As a minimum, provide a set of non-corrosive centering devices at intervals not exceeding 5 feet throughout the length of the shaft. When the size of the longitudinal reinforcement exceeds one inch in diameter the minimum spacing may be increased to 10 feet. As a minimum, provide a set of centering devices within 2 feet of the top and 2 feet of the bottom of the shaft. In addition provide one set of centering devices 2 feet above and 2 feet below each change in shaft diameter. Provide feet (bottom supports) at the bottom of the shaft on vertical bars. As a minimum, provide non-corrosive centering devices at 60 degree intervals around the circumference of the shaft to maintain the required reinforcement clearances. Ensure the centering devices maintain the specified annular clearance between the outside of the reinforcing cage and the side of the excavated hole or casing.

Concrete centering devices and feet will be constructed of concrete equal in quality and durability to the concrete specified for the shaft. Use epoxy coated centering devices fabricated from reinforcing steel. Use feet (bottom supports) of adequate size and number to assure the rebar cage is the proper distance above the bottom as determined by part 3.11 3) of this Special Note. The feet are not intended to support the weight of the cage. In the event that the shaft has been excavated below the anticipated tip elevation, extend the reinforcing cage at the tip (low) end by lap splices, mechanical connectors, or welded splices conforming to the Standard Specifications. In this instance, splices need not be staggered and 100 percent of the reinforcing bars may be spliced at a given location. The bottom 12 inches of the shaft may not be reinforced when below plan tip elevation.

During concrete placement, support the reinforcing cage at or near the top of shaft such that the concrete feet are positioned approximately one inch above the bottom of shaft excavation. Not sooner than 24 hours after the completion of concrete placement, remove temporary supports. Provide the needed equipment, including extra cranes if necessary, to provide this cage support.

Prior to placing the reinforcement cage, demonstrate to the satisfaction of the Engineer that the fabrication and handling methods to be used will result in a reinforcing cage placed in the proper position, with the proper clearances, and without permanent bending, squashing, or racking of the reinforcement cage. During this demonstration bring the cage to an upright position, lower into a shaft excavation, and support as if for concrete placement.

Check the elevation of the top of the reinforcing cage before and after the concrete is placed. If the reinforcing cage is not maintained within the specified tolerances, correct to the satisfaction of the Engineer. Do not construct additional shafts until the contractor has modified his reinforcing cage support to obtain the required tolerances.

3.10 Concrete Placement. Place concrete according to the applicable portions of the Standard Specifications and with the requirements set forth herein. Do not apply the provisions of the Special Note 6U for Structural Mass Concrete.

Place concrete as soon as practical after reinforcing steel placement but no later than 4 hours after completion of the shaft excavation. Place concrete continuously from the bottom to above the top elevation of the shaft. For shafts that extend above ground or water surface, place concrete continuously after the shaft is full until good quality concrete is evident at the top of the shaft. Form any portion of the shaft above ground with a removable form or other approved method to the dimensions shown on the plans.

For shafts constructed in the wet with the top of the shaft below the water surface and below top of casing, place concrete to approximately one shaft diameter but no less than 2 feet above the top of shaft elevation. Remove contaminated concrete and deleterious material, as

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determined by the Engineer, accumulated above the top of shaft elevation immediately after completing concrete placement. Deleterious material and contaminated concrete may be airlifted under a head of water or slurry provided that the head is maintained at or near the exterior water surface elevation. Carefully remove any concrete remaining above plan top of shaft after curing and excess casing removal.

Place concrete either by free fall, through a tremie, or concrete pump. Use the free fall placement method in dry holes only. The maximum height of free fall placement is 20 feet. Do not allow concrete placed by free fall to contact either the reinforcing cage or hole sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Place concrete in the shaft in one continuous operation. Maintain a minimum slump of 4 inches or more throughout the placement for 4 hours after batching. Adjust approved admixtures in the concrete mix for the conditions encountered on the job so that the concrete remains in a workable plastic state throughout the placement. Perform slump loss tests to demonstrate that the concrete will maintain a 4-inch or greater slump for a period of time equal to the estimated transport plus the 2-hour placement time, but not less than 4 hours.

When the Engineer determines the concrete placement methods and/or equipment during construction of any technique and/or production shafts to be inadequate, make appropriate alterations to eliminate unsatisfactory results.

Drilled shafts not meeting the concrete placement requirements of this Special Note or contract plans are unacceptable. Correct all unacceptable completed shafts to the satisfaction of the Engineer.

3.10.1 Tremie Placement. Tremies may be used for concrete placement in either wet or dry holes. Extend the tremie to the shaft base elevation before starting underwater placement. Valves, bottom plates, or plugs may be used only if concrete discharge can begin approximately 2 inches above the excavation bottom. Remove plugs from the excavation unless otherwise approved by the Engineer. Maintain tremie discharge at or near the bottom of excavation as long as practical during concrete placement. Immerse tremie discharge end as deep as practical in the concrete but not less than 10 feet.

If at any time during the concrete pour the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete surface, the entire drilled shaft is considered defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as directed by the Engineer, and repour the shaft.

3.10.2 Pumped Concrete. Concrete pumps and lines may be used for concrete placement in either wet or dry excavations. Do not begin concrete placement until the pump line discharge orifice is at the shaft base elevation.

For wet excavations, use a plug or similar device to separate the concrete from the fluid in the hole until pumping begins. Remove the plug unless otherwise approved by the engineer.

Ensure the discharge orifice remains at least 10 feet below the surface of the fluid concrete. When lifting the pump line during concrete placement, reduce the line pressure until the orifice has been repositioned at a higher level in the excavation.

If at any time during the concrete pour the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the Department will consider the shaft defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as the Engineer directs, and repour the shaft.

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3.10.3 Drop Chutes. Drop chutes may be used to direct placement of free fall concrete in excavations where the maximum depth of water does not exceed one inch. Do not use the free fall method of placement in wet excavations. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. Reduce the height of free fall and/or reduce the rate of concrete flow into the excavation if the concrete placement causes the shaft excavation to cave or slough, or if the concrete strikes the reinforcing cage or sidewall. When the Engineer determines free fall placement cannot be accomplished satisfactorily, use either tremie or pumping to accomplish the pour.

3.11 Construction Tolerances. The following construction tolerances apply to drilled shafts unless otherwise stated in the contract document:

- 1) Construct drilled shaft within 3 inches of plan position in the horizontal plane at the top of the shaft.
- 2) Do not vary the vertical alignment of a shaft excavation from the plan alignment by more than 1/4 inch per foot of depth or 6 inches total.
- 3) Maintain the top of the reinforcing steel cage no more than 6 inches above and no more than 3 inches below plan position.
- 4) All casing diameters shown on the plans refer to O.D. (outside diameter) dimensions. The casing dimensions are subject to American Pipe Institute tolerances applicable to regular steel pipe. A casing larger in diameter than shown in the plans may be used, at no additional cost, with prior approval by the Department.
- 5) Maintain the top of shaft concrete within ± 3 inches from the plan top of shaft elevation, measured after excess shaft concrete has been removed.
- 6) Design excavation equipment and methods so that the completed shaft excavation will have a planar bottom. Maintain the cutting edges of excavation equipment normal to the vertical axis of the equipment within a tolerance of $\pm 3/8$ inch per foot of diameter. The tip elevation of the shaft has a tolerance of ± 6 inches from final shaft tip elevation unless otherwise specified in the plans.

Drilled shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. Correct all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. When a shaft excavation is completed with unacceptable tolerances, present corrective measures designed by a registered Professional Engineer for approval.

4.0 MEASUREMENT.

4.1 Drilled Shafts. The Department will not measure for payment any trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment; concrete required to fill an oversized casing or oversized excavation; obstruction removal; over-reaming or sidewall cleaning; inspection work or inspection equipment; materials or work necessary, including engineering analyses and redesign, to alter unacceptable work methods or to complete corrections for unacceptable work; and will consider them incidental to the Drilled Shaft. Unless noted otherwise in the contract documents, casing is incidental to the drilled shaft.

4.1.1 Drilled Shaft, Common. The Department will measure the length, in linear feet, of drilled shaft above the top of rock elevation shown on the plans. The

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Department will consider this quantity Drilled Shaft, Common regardless of the character of material actually encountered.

4.1.2 Drilled Shafts, Solid Rock. The Department will measure the length, in linear feet, of drilled shaft below the top of rock elevation shown on plans. The Department will consider this quantity Drilled Shafts, Solid Rock regardless of the character of material actually encountered during excavation.

4.2 Technique Shaft. The Department will pay for technique shaft at the contract unit price per each as detailed on the plans or as directed by the Engineer. This will constitute full compensation for all costs incurred during installation as described herein for 'Drilled Shaft' or in the contract documents. No additional compensation beyond the number of technique shafts allowed for in the plans will be permitted for additional technique shafts required because of failure to demonstrate adequacy of methods.

4.3 Rock Coring and Rock Sounding. The Department will measure Rock Sounding and Rock Coring shown on the plans, as specified in part 3.5 of this Special Note, and as the Engineer directs, in linear feet to the nearest 0.1-foot. If soil samples are specified in the contract documents they will be incidental to the unit price bid for Rock Sounding. The Department will not measure or pay for subsurface exploration performed deeper than the elevations indicated on the plans and/or in this Special Note, unless directed by the Engineer, and will consider it incidental to these items of work. Additionally, the Department will consider all mobilization, equipment, labor, incidental items, and operations necessary to complete the boring operations incidental to these items of work.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Drilled Shaft, Diameter*, Common	Linear Foot
----	Drilled Shaft, Diameter*, Solid Rock	Linear Foot
----	Technique Shaft	Each
20745ED	Rock Sounding	Linear Foot
20746ED	Rock Coring	Linear Foot

* See Plan Sheets for sizes of shafts.

The Department will consider payment as full compensation for all work required in this note.

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY130100 09/27/2013 KY100

Superseded General Decision Number: KY20120125

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	04/26/2013
4	05/31/2013
5	06/07/2013
6	06/14/2013
7	06/21/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013
11	08/30/2013
12	09/20/2013
13	09/27/2013

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0001-005 06/01/2013

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.82	10.71

BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

BRKY0007-004 06/01/2011

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 28.29	16.80

BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 04/01/2013

	Rates	Fringes
CARPENTER.....	\$ 26.90	14.46
Diver.....	\$ 40.73	14.46
PILEDRIVERMAN.....	\$ 27.15	14.46

ELEC0212-008 06/03/2013

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.35	16.09

* ELEC0212-014 07/01/2013

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.50	9.51

ELEC0317-012 05/30/2012

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.22	20.09

ELEC0369-007 05/29/2013

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.48	14.37

ELEC0575-002 12/31/2012

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.20	13.55

ENGI0181-018 07/01/2013

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 28.00	13.90
GROUP 2.....	\$ 25.45	13.90
GROUP 3.....	\$ 25.85	13.90
GROUP 4.....	\$ 25.17	13.90

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
Trenching Machine; Dragline; Dredge Operator; Dredge
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
Heavy Equipment Robotics Operator/Mechanic; High Lift;
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
Engine (Two or More Drums); Horizontal Directional Drill
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
Locomotive; Mechanic; Mechanically Operated Laser Screed;
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
Push Dozer; Rock Spreader, attached to equipment; Rotary
Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
Telescoping Type Forklift; Tow or Push Boat; Tower Crane
(French, German & other types); Tractor Shovel; Truck
Crane; Tunnel Mining Machines, including Moles, Shields or
similar types of Tunnel Mining Equipment
- GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;

Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross
Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid
Steer Machine with all Attachments; Switchman or Brakeman;
Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment,
including Articulating Dump Trucks; Greaser on Grease
Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine;
Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout
Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler;
Paving Joint Machine; Power Form Handling Equipment; Pump;
Roller (Earth); Steerman; Tamping Machine; Tractor (Under
50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where
the length of the boom in combination with the length of
the piling leads equals or exceeds 150 ft. - \$1.00 over
Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID
10%
ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,
Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 22.50	18.40
Structural.....	\$ 24.80	18.40

IRON0070-006 06/01/2013

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,
GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 26.47	19.30

IRON0372-006 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

Rates	Fringes
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IRONWORKER, REINFORCING.....\$ 26.4719.30

IRON0769-007 12/01/2012

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
CLARK (Eastern third, including townships of Bloomingdale,
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
FLEMING (Townships of Beechburg, Colfax, Elizaville,
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
Pecksridge, Plummerville Landing, Plummerville Mill, Poplar Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Eastern third, including Townships of Helena, Marshall,
Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield
Sprout)

RatesFringes

IRONWORKER.....\$ 32.5420.18

LABO0189-003 07/01/2013

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

RatesFringes

Laborers:

GROUP 1.....\$ 21.3511.61

GROUP 2.....\$ 21.6011.61

GROUP 3.....\$ 21.6511.61

GROUP 4.....\$ 22.2511.61

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving

Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2013

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.01	10.95
GROUP 2.....	\$ 22.26	10.95
GROUP 3.....	\$ 22.31	10.95
GROUP 4.....	\$ 22.91	10.95

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;

Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-009 07/01/2013

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.96	11.00
GROUP 2.....	\$ 22.21	11.00
GROUP 3.....	\$ 22.26	11.00
GROUP 4.....	\$ 22.86	11.00

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		
and/or Containment Builder..\$ 18.90		5.90
Brush & Roller.....\$ 21.30		5.90
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement.....\$ 22.30		5.90
Sandblasting &		
Waterblasting.....\$ 22.05		5.90
Spray.....\$ 21.80		5.90

PAIN0012-017 05/01/2013

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway		
Bridges - Guardrails -		
Lightpoles - Striping)		
Bridge Equipment Tender		
and Containment Builder.....\$ 20.73		8.36
Brush & Roller.....\$ 23.39		8.36
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement.....\$ 24.39		8.36
Sandblasting & Water		
Blasting.....\$ 24.14		8.36
Spray.....\$ 23.89		8.36

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....\$ 18.50		10.30
Spray, Sandblast, Power		
Tools, Waterblast & Steam		

Cleaning.....	\$ 19.50	10.30
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PAIN1072-003 12/01/2012

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

Rates	Fringes
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Painters:

Bridges; Locks; Dams;

Tension Towers & Energized

Substations.....	\$ 30.18	14.65
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Power Generating Facilities.	\$ 26.94	14.65
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PLUM0248-003 06/01/2013

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

Rates	Fringes
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Plumber and Steamfitter.....	\$ 33.00	17.93
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PLUM0392-007 06/01/2013

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

Rates	Fringes
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Plumbers and Pipefitters.....	\$ 29.60	17.09
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PLUM0502-003 08/01/2013

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

Rates	Fringes
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PLUMBER.....	\$ 32.00	17.17
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SUKY2010-160 10/08/2001

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 16.57	7.34
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GROUP 2.....	\$ 16.68	7.34
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GROUP 3.....	\$ 16.86	7.34
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GROUP 4.....	\$ 16.96	7.34
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TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole
Trailer when used to pull building materials and equipment;
Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &
Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame
when used in transporting materials; Ross Carrier; Forklift
when used to transport building materials; & Pavement
Breaker

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-13-III- HWY dated April 15, 2013.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Acting Director
Division of Construction Procurement
Frankfort, Kentucky 40622

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Oldham County.

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

Report Date 10/4/13

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010	00001		DGA BASE	1,175.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	17.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	3.00	TON		\$	
0040	00221		CL2 ASPH BASE 0.75D PG64-22	47.00	TON		\$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	18.00	TON		\$	
0060	02075		JPC PAVEMENT-6 IN	24.00	SQYD		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0070	01310		REMOVE PIPE	23.00	LF		\$	
0080	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	4.00	EACH		\$	
0090	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	12.00	EACH		\$	
0100	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0110	02165		REMOVE PAVED DITCH	65.00	SQYD		\$	
0120	02200		ROADWAY EXCAVATION	307.00	CUYD		\$	
0130	02242		WATER	40.00	MGAL		\$	
0140	02262		FENCE-WOVEN WIRE TYPE 1	198.00	LF		\$	
0150	02265		REMOVE FENCE	184.00	LF		\$	
0160	02351		GUARDRAIL-STEEL W BEAM-S FACE	1,375.00	LF		\$	
0170	02369		GUARDRAIL END TREATMENT TYPE 2A	2.00	EACH		\$	
0180	02381		REMOVE GUARDRAIL	250.00	LF		\$	
0190	02391		GUARDRAIL END TREATMENT TYPE 4A	2.00	EACH		\$	
0200	02429		RIGHT-OF-WAY MONUMENT TYPE 1	5.00	EACH		\$	
0210	02432		WITNESS POST	5.00	EACH		\$	
0220	02483		CHANNEL LINING CLASS II	640.00	TON		\$	
0230	02545		CLEARING AND GRUBBINGAPPROXIMATELY 3.05 ACRES.	1.00	LS		\$	
0240	02556		CONCRETE CAP	.50	CUYD		\$	
0250	02562		TEMPORARY SIGNS	704.00	SQFT		\$	
0260	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0270	02671		PORTABLE CHANGEABLE MESSAGE SIGN	6.00	EACH		\$	
0280	02726		STAKING	1.00	LS		\$	
0290	02775		ARROW PANEL	2.00	EACH		\$	
0300	05950		EROSION CONTROL BLANKET	60.00	SQYD		\$	
0310	05985		SEEDING AND PROTECTION	14,762.00	SQYD		\$	
0320	06406		SBM ALUM SHEET SIGNS .080 IN	76.00	SQFT		\$	
0330	06410		STEEL POST TYPE 1	150.00	LF		\$	
0340	06514		PAVE STRIPING-PERM PAINT-4 IN	100.00	LF		\$	
0350	06569		PAVE MARKING-THERMO CROSS-HATCH	325.00	SQFT		\$	
0360	21341ND		BOLLARDS	8.00	EACH		\$	
0370	21415ND		EROSION CONTROL	1.00	LS		\$	
0380	23158ES505		DETECTABLE WARNINGS	40.00	SQFT		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0390	00520		STORM SEWER PIPE-12 IN	24.00	LF		\$	
0400	00521		STORM SEWER PIPE-15 IN	16.00	LF		\$	
0410	01200		PIPE CULVERT HEADWALL-12 IN	1.00	EACH		\$	
0420	01202		PIPE CULVERT HEADWALL-15 IN	1.00	EACH		\$	
0430	01577		DROP BOX INLET TYPE 14	1.00	EACH		\$	
0440	01650		JUNCTION BOX	1.00	EACH		\$	
0450	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	50.00	SQYD	\$2.00	\$	\$100.00

Section: 0004 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0460	02231		STRUCTURE GRANULAR BACKFILL	4.80	CUYD		\$	
0470	08001		STRUCTURE EXCAVATION-COMMON	3.50	CUYD		\$	
0480	08002		STRUCTURE EXCAV-SOLID ROCK	3.50	CUYD		\$	
0490	08020		CRUSHED AGGREGATE SLOPE PROT	12.00	TON		\$	
0500	08100		CONCRETE-CLASS A	66.50	CUYD		\$	
0510	08104		CONCRETE-CLASS AA	111.30	CUYD		\$	
0520	08150		STEEL REINFORCEMENT	42,287.00	LB		\$	
0530	08151		STEEL REINFORCEMENT-EPOXY COATED	20,505.00	LB		\$	
0540	08634		PRECAST PC I BEAM TYPE 4	770.00	LF		\$	
0550	20743ED		DRILLED SHAFT 54 IN-SOLID ROCK	58.00	LF		\$	
0560	20744ED		DRILLED SHAFT 60 IN-COMMON	30.00	LF		\$	
0570	21421ED		DRILLED SHAFT-60 IN (SOLID ROCK)	19.00	LF		\$	
0580	23378EC		CONCRETE SEALING	11,842.00	SQFT		\$	
0590	24466EN	AA1	FENCE-SPECIALWIRE MESH FENCE SPECIAL	777.00	LF		\$	
0600	24580EC	AA2	CHAIN LINK FENCE5 FT BRIDGE CHAIN LINK FENCE	777.00	LF		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0610	02569		DEMOBILIZATION	1.00	LS		\$	